

Philippine Ports Authority
Port Management Office - Surigao
Port Area, Surigao City

CONTRACT AGREEMENT

Project Title: **Lumpsum Materials, Labor & Equipment for the Repair of Covered Walkway, Perimeter Fence and Vehicle Shed Damaged by Typhoon Odette**
Location : **Ports of San Jose, Province of Dinagat Islands**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this ____ day of _____ 2023 in the City of Surigao, Philippines, by and between:

THE PHILIPPINE PORTS AUTHORITY, a government corporation created under Presidential Decree No. 857, as amended, with principal office at Port Area, Barangay Taft, Surigao City, represented herein by its duly authorized Acting Port Manager, **FROILAN U. CATURLA**, hereinafter referred to as the **"PPA"**;

-and-

RJB CONSTRUCTION AND SUPPLY, a business name or firm registered in the Philippine Government Electronic Procurement System (PhilGEPS), represented in this act by its duly authorized representative, **RAUL C. BOQUILON**, Filipino of legal age, married and a resident of Sitio Cayutan, Brgy. Cagniog, Surigao City, hereinafter referred to as the **"CONTRACTOR"**.

WITNESSETH:

WHEREAS, the **PPA** conducted a negotiated procurement by small value procurement and advertised and posted on the PhilGEPS, PPA Website as well as in its bulletin board on September 15 to 18, 2023, a request for submission of price quotations for the **Repair of Covered Walkway, Perimeter Fence and Vehicle Shed Damaged by Typhoon Odette, Port of San Jose, Province of Dinagat Islands**.

WHEREAS, the **CONTRACTOR** submitted their respective proposal and found to have the lowest price quotation in the total amount of **FIVE HUNDRED SIXTY SIX THOUSAND PESOS & 00/100 (P 566,000.00)** Philippine Currency;

WHEREAS, the **PPA** is in need of the services of the **CONTRACTOR** who shall provide materials, labor and tools/equipment necessary for the proper and faithful performance of the work describe below;

WHEREAS, the **CONTRACTOR** is amenable to render services to the **PPA**;

NOW THEREFORE for and in consideration of the foregoing premises, the parties hereby state and agreed, as they do hereby agree, and contract as follows:

1. That all works called for under this agreement shall be performed in accordance with the plans and specification herein attached, under the supervision of the PPA

Engineer duly appointed by the **PPA**. Any deviation from these plans must be rendered in writing by the Engineer;

2. That the work shall be carried out using materials, labor & tools/equipment and methods based under the direction of the Engineer;
3. That the **CONTRACTOR** hereby covenants to execute and complete the works in conformity in all respects with the provisions of this Contract, as follows:

ITEMS	TOTAL AMOUNT
I. Repair of Covered Walkway	P 200,000.00
II. Repair of Perimeter Fence	175,000.00
III. Repair of Vehicle Shed	88,000.00
IV. Painting Works	103,000.00
TOTAL AMOUNT (Inclusive of VAT)	P 566,000.00

4. That the **CONTRACTOR** shall employ, whenever applicable, unskilled workers from the barangay where the project is located, workers from the municipality or city where the project is situated and skilled workers from the province which has jurisdiction over the project;
5. That the Engineer may stop or suspend the work at anytime he deems it to be necessary or when lawful cause/s arise by informing the **CONTRACTOR** in writing. In such cases payment shall be made based on the amount of work completed;
6. That if in the opinion of the Engineer the work is not performed in accordance with the plans and specification or is unreasonably delayed then the contract may be terminated and claims for partial payments shall be based on actual completed work acceptable to the Engineer;
7. That the **CONTRACTOR** agrees and obligates itself to perform and complete all works provided for in this Contract within **Ninety (90) Calendar Days**, reckoned on the date of receipt of the Purchase Order (PO) issued by **PPA**;
8. As regard fortuitous event or force majeure it shall be interpreted to mean an event which the parties could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions, and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the **CONTRACTOR** in which it shall not be excused from fulfilling its obligation;
9. That in case the **CONTRACTOR** refuse or fail to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is hereby in default under the contract, the **CONTRACTOR** shall pay the **PPA** for liquidated damages, and not by way of penalty, an amount of at least one tenth (1/10) of one percent of the cost of the unperformed portion for every day of delay;
10. That the **CONTRACTOR** shall set its workers/laborer to work at least six (6) days a week including Sunday and public holidays until such time as the works are completed and accepted by the Engineer;

11. That the **PPA** shall not be held liable for any obligation arising from the injury, sickness, disability or death or of the workers employed by the contractor;
12. Likewise, the **CONTRACTOR** shall abide with existing Labor Laws; including by but not limited to safety standards and regulations;
13. That the contract creates no employer/employee relationship between the **PPA** and the **CONTRACTOR** or any of its workers;
14. That for and in consideration of the herein services, the **PPA** shall pay the **CONTRACTOR** the sum of **FIVE HUNDRED SIXTY SIX THOUSAND PESOS & 00/100 (P 566,000.00)** Philippine Currency only after completion of the said work.
15. Any conflict herein shall be resolved amicably by the Parties. Where amicable settlement fails, the issue shall be brought for action before the proper court of Surigao City, Surigao del Norte, to the exclusion of all other courts.
16. This Contract may not be changed, modified, or supplemented in any way except by an instrument in writing executed by both the **PPA** and the **CONTRACTOR**.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date and place above written.

**PHILIPPINE PORTS AUTHORITY
PMO-SURIGAO**

RJB CONSTRUCTION AND SUPPLY

by:

FROILAN U. CATURLA
Acting Port Manager

by:

RAUL C. BOQUILON
Owner

Signed in the presence of:

ATTY. RAFFY M. LAFUENTE
Division Manager A - Finance

JOSKY HINTE B. MARLEN

RECOMMENDING APPROVAL:

ATTY. ROLDAN G. CALEJESAN
PSD Manager/BAC Chairman

APPROVED BY:

FROILAN U. CATURLA
Acting Port Manager

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF SURIGAO) S.S.

BEFORE ME, a Notary Public, for and in the City of Surigao, Philippines, on this _____ day of _____ 2023 personally appeared:

Name	Competent Evidence of Identity (ID)	Place Issued	Date Issued
FROILAN U. CATURLA	_____	Surigao City	_____
RAUL C. BOQUILON	_____	Surigao City	_____

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed, as well as the free and voluntary act of the entity which they respectively represent.

The foregoing instrument refers to a Contract Agreement consisting of four [4] pages including the page on which this acknowledgement is written, duly signed by the parties and their witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this _____ day of _____ 2023 at Surigao City, Philippines.

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Series of 2023;

